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to April, the time of profit-sharing was from January to January. The term of service began in April, but in January following the defendant was to share in the profits of the preceding twelve months in such proportion as the term of service bore to the whole year. After the first year the periods of service and profit-sharing were coincident.

2. MASTER AND SERVANT—*Contract of service—Termination of contracts—Instructions—Evidence to support.* Whether an employee was discharged by his employer or voluntarily abandoned the service without sufficient cause, is a question of fact for the jury. If there is evidence tending to establish either view, and an instruction is asked which correctly propounds the law on such view, it is error to refuse it.

3. MASTER AND SERVANT—*Wages—Interest.* If an employee is to receive a share of the profits annually in lieu of wages, and his share of the profits is retained by the employer after the end of the year, he is entitled to interest thereon from the end of the year.

4. ACCOUNT RENDERED—*Acquiescence—Presumption of correctness—Burden of proof.* Unexplained acquiescence for more than a year in the correctness of an account rendered raises a presumption that the account is correct, and throws the burden of proving error on the party denying its correctness.

POSTAL TELEGRAPH CABLE COMPANY V. FARMVILLE AND POWHATAN RAILROAD COMPANY. Decided at Richmond, February 26, 1899.—*Keith, P.*:

1. CONSTRUCTION OF STATUTES—*Stare decisis.* Where a decision has been followed in other cases, has been long acquiesced in, and become a rule of property, it is of binding force, and should not be changed except by legislative enactment. But this rule has no application to a single decision recently made by a nearly evenly divided court.

2. TELEGRAPH COMPANIES—*Right of way along railroads—Condemnation.* Under the provisions of secs. 1287, 1288 and 1289 of the Code, a telegraph company may have condemned for its use a right of way along and upon the condemned line of a railroad, but not so as to affect the railroad company in the enjoyment of its property. *Postal Telegraph Cable Company v. N. & W. Railroad Company*, 88 Va. 920, disapproved.